

A G R E E M E N T

This Agreement made this _____ day of February, 1946, at Spanish Fork, Utah County, Utah, by and between Richard R. Hunter and Mary M. Hunter, his wife; R. G. Pace and Mildred Pace, his wife; and Walter E. Ridgley and Myrtis Ridgley, his wife, witnesseth;

WHEREAS the parties above named each claim a right to the use of water from the Smith Reservoir in Utah County which was originally developed by the Thistle Reservoir and Irrigation Company, and which water right is based on an old diligent right, and

WHEREAS a bona fide dispute has arisen between said parties as to the extent of the rights of each to use the waters from said reservoir, and

WHEREAS in order to use said water it is necessary that it be emptied from said reservoir into Lake Fork which is tributary to the Spanish Fork River and to commingle the reservoir water with the natural yield of Lake Fork, and

WHEREAS Lake Fork is under the jurisdiction of the State Engineer of the State of Utah and his River Commissioners and the waters thereof are distributed by said river commissioners, and

WHEREAS it is necessary for said river commissioners to measure the water from said reservoir into the said Lake Fork and to measure said water out of Lake Fork to the various users,

NOW, THEREFORE, in consideration of the mutual covenants and promises recited herein the parties make this agreement and division of the water for the purpose of settling their differences and agree as follows:

That the total water available from said reservoir, each year, and the springs which empty into the same, shall be permanently divided into 155 shares to correspond with present estimates of the parties hereto of the total amount

of land irrigated by said water. That of these 155 shares Richard R. Hunter and Mary M. Hunter, his wife, are to receive permanently 80 shares; and R. G. Pace, and Mildred Pace, his wife, are to receive permanently $37\frac{1}{2}$ shares; and Walter E. Ridgley and Myrtis Ridgley, his wife, are to receive permanently $37\frac{1}{2}$ shares.

Each of the parties hereto also agrees that the river commissioner appointed by the State Engineer may divide the waters from said reservoir each year in accordance with the above specified division; that while this division is based only upon an estimate of the number of acres irrigated by each of the parties, that nevertheless the above division shall be binding and shall forever settle the respective rights of the parties even though it subsequently be determined that the area irrigated is larger or smaller than the estimate.

IT IS FURTHER AGREED, that hence forth the rights of the parties shall be as stated above, that said division shall be binding upon the heirs, representatives and assigns of all or any of said parties, that said water may be considered as being appurtenant to the land and that this agreement and division may be considered as running with the land and that subsequent purchasers of the land shall be bound by the division thus made.

Signed by

R. G. Pace

Mildred S. Pace

Walter E. Ridgley

Anna Myrtis Ridgley

Richard R. Hunter

Mary M. Hunter

STATE OF UTAH)
) SS
COUNTY OF UTAH)

On this 3rd day of August, 1946, personally appeared before me
Mr. and Mrs. Hunter, the signers of the above instrument who duly
acknowledged to me that they executed the same.

Signed by

Richard R. Hunter

Mary M. Hunter

Subscribed and sworn to before me this 3rd day of August, 1946.

(SEAL)

My Commission Expires:

/s/ Joseph E. Nelson
Notary Public